



KIFFMANN'S MAUI ELITE TAEKWONDO CENTER

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STUDENT APPLICATION / MARTIAL ART WAIVER Page 1 of 2

STUDENT NAME: _____ BIRTHDATE: _____

ADDRESS: _____ CITY & STATE: _____ ZIP CODE: _____

PHONE: _____ PHONE (CELL/OTHER): _____

EMAIL ADDRESS- IMORTANT!! Please Print Clearly: _____

INSURANCE CARRIER: _____

NAME OF GUARDIAN: _____

GUARDIAN PHONE: _____ PHONE CELL: _____

GUARDIAN EMAIL ADDRESS: _____

Are you (*STUDENT*) taking ANY medication or have any health concerns that could hinder your performance? _____. If so, please specify:

(Due to our studio's high level of physical activity, disclosure of health information is mandatory.)

How did you hear about us? _____ What is your primary martial art goal at our studio? _____

Have you practiced any martial arts previously? _____ If Yes, list styles, ranks achieved, school name.

Maui Elite Taekwondo Center, LLC. WAIVER AND RELEASE Assumption of Risk, Parental Consent, Indemnity and Non-Disclosure Agreement

I FULLY UNDERSTAND that: (a) Maui Elite Taekwondo Center, LLC (hereinafter referred to as "Studio") strongly advises that all new members seek the advice of a health care professional before starting any of Studio's exercise programs offered. (b) staff members and or/its representatives, whether paid or volunteer, are not physicians or medical practitioners of any kind. With the above in mind, I hereby release studio staff and or/its representatives to render temporary first aid in the event of any injury or illness and, if deemed necessary by the studio and or/its representatives, to call a doctor and seek medical help, including transportation to any health care facility or hospital or to call an ambulance should the studio staff and or/its representatives deem this to be necessary. (c) Studio offers Taekwondo and other martial art styles that may incorporate vigorous and full contact martial arts that include sparring within their curriculum and that the course for which I am making an application, holds inherent risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (d) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (e) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of my participation in the Activity. (f) It is mandatory for all Taekwondo students, yellow belt and higher, to purchase WTF sanctioned sparring gear (i.e., shin/forearm guards, chest protectors, headgear, mouthpiece and groin cups for males and it is the student/parent/guardian responsibility to make sure that the student\child is supplied with safety equipment, properly worn when participating in any of the studio's classes that have physical contact, such as sparring class. (g) absence due to injury or illness in excess of one month may be made up by student at no additional charge by Studio, if written note from physician is provided to Studio within 7 days of absence. - Continued on page 2

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I understand that recreational vacations and extracurricular absences shall not be compensated for. I also understand that becoming a member of Studio, does not entitle me to a refund should I, or my child, decide to end training before our contractual agreement has expired. (h) Studio assumes no responsibility for lost or damaged personal property and students are responsible for their belongings before, during and after class. (i) Studio reserves the right, in its sole discretion to suspend, demote or terminate any instructor or student's membership for fighting, assault (verbal or otherwise), or other acts of physical violence, sexual harassment, discrimination, other unethical behavior or violations of the law and/or Studio rules and procedures. (j) Studio reserves the right to take and use photographs and videos of all students in all activities for promotional purposes.

NON-DISCLOSURE

I agree that any information disclosed to me by Studio in connection with instruction of Taekwondo and all other martial art styles taught by studio, including but not limited to lesson plans, training methods, techniques, tactics, strategies, research, and other materials will be considered proprietary and confidential, including all such information relating to Studio's past, present, or future activities, research, programs, development, membership, and business opportunities. I will not, without prior written approval of Studio, or an authorized representative thereof, disclose or in any other way make known, reveal, report, publish, teach, or transfer to any person, firm, corporation or utilize for competitive or any other purpose any of the confidential information and material or know-how relative to that disclosed information. I therefore agree that I shall use the Confidential Information solely for the purpose of sport or personal defense in accordance with the laws of the United States of America as well as the laws of local state, city and county jurisdictions, knowledge, and compliance of which I assume all responsibility. This agreement is to remain binding for a period of 5 years or until terminated by an authorized representative of.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Hawaii. Any civil action based upon, arising out of, or in any manner connected with this Agreement or its breach shall be commenced in and determined by one of the federal or state courts in Hawaii. Each of the parties irrevocably and unconditionally consents to the personal jurisdiction of such courts, consents to service of process in accordance with the procedural rules of such courts and waives and covenants not to assert any objection to the laying of venue in any such court in any such action. If any provision of this Agreement is held to be void, the remaining provisions shall remain valid and shall be construed in such a manner as to achieve their original purposes in full compliance with the applicable laws and regulations.

COVID 19

I understand that there are risks associated with my participation and I fully accept and release the owners and the staff at STUDIO from any responsibility related to any likelihood of contracting COVID-19. I fully confirm that I do not have any symptoms currently related to COVID-19. I am also truthfully stating that I have not had any contact with anyone who may have any symptoms concurrent with COVID-19, including but not limited to fever, cough, nausea, diarrhea, vomiting, shortness of breath, etc.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS STUDIO, it's staff members and or/its representatives, any school and/or club where the activity may take place, or has a vested interest in the activity, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone of my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY,SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND THE NON-DISCLOSURE AGREEMENT, AND FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE IN INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I affirm that if I am a guardian of a minor Applicant that I will have him/her abide by all conditions herein in addition to binding myself to abide by all herein.

Applicant Name: _____ Guardian Name (If applicant under 18 years) : _____

_____ Date _____

Signature of Applicant or Guardian (If applicant under 18 years)